
From: Chris G
Sent: Friday, January 24, 2020 11:25 AM PST
To: Glenn P
CC: David
Subject: Fw: REB MEMORANDUM OF UNDERSTANDING (002)
Attachments: REB MEMORANDUM OF UNDERSTANDING (002).docx

Sincerely,
Chris Gibson
Chief Operations Officer
Rebotix Repair
539 Pasadena Ave S
St. Petersburg, FL 33707
P: 727-345-6362
F: 727-343-4637

<https://www.rebotixrepair.com>

From: Greg Posdal <gposdal@sis-usa.com>
Sent: Friday, January 24, 2020 1:11 PM
To: Chris G <chris@rebotixrepair.com>
Subject: REB MEMORANDUM OF UNDERSTANDING (002)

Chris,

Here is the Memorandum

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TRIAL EXHIBIT 769

Case No. 3:21-cv-03496-AMO

Date Entered _____

By _____

Deputy Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into between Surgical Instrument Service Company, Inc. ("SIS") and Rebotix/F21 ("Rebotix").

Whereas, Rebotix has developed proprietary know how and technology related to extending the life of an Intuitive detachable robotically controlled device;

Whereas, Rebotix has several issued patents related to that technology, including US Patent No. 9,527,208 and 9,247,996;

Whereas, Rebotix seeks to have SIS market and sell the patented technology;

Whereas, SIS intends to invest substantial resources in developing markets for the Interceptors that include the patented technology;

Whereas, SIS seeks to protect its investment in markets for the patented Interceptors by ensuring that it maintains its right to sell these products in the event that Rebotix is unable to meet SIS requirements, or if Rebotix sells the patented technology;

NOW, THEREFORE, the parties enter into this Memorandum of Understanding, hereby agree to the following terms, which are to be incorporated into a final Agreement;

1. SIS agrees that it will acquire its requirements for Interceptors from Rebotix for as long as Rebotix is willing and able to fulfill SIS requirements for Interceptors. Rebotix agrees that all such sales are fully licensed under any and all Intellectual Property (patents and know how) owned or controlled by Rebotix.

2. Pricing for the Interceptors purchased by SIS shall be set according to a volume discount:

- For the first 100 (combination Interceptors/repairs) the discount from current pricing per Interceptor or repair shall be \$200,
- For the next 200 (combination Interceptors/repairs) the discount from current pricing per Interceptor or repair shall be \$350,
- For all Interceptors or repairs (combined) over 300 the discount from current pricing per Interceptor or repair shall be \$450

3. Once SIS has purchased a combination of 300 Interceptors or repairs Rebotix will grant a license to SIS to make, use, sell and offer for sale, systems that embody or practice any Intellectual Property owned or controlled by Rebotix (or any successor in interest to Rebotix). For the avoidance of doubt, if Rebotix sells any portion of its business, or Intellectual Property, to Intuitive, SIS shall maintain its license to make, use, sell, or offer for sale, the Interceptors.

For each licensed chipset SIS under this provision SIS shall pay a royalty of \$50 for the use of the Rebotix Intellectual Property and know how.

4. At the time that SIS becomes licensed under the Intellectual Property Rebotix shall make all technical information reasonably necessary to manufacture Interceptors under the licensed know how. SIS will continue to purchase its requirements of Interceptors under the terms outlined in Paragraph 2, above, for so long as Rebotix is willing and able to meet SIS's requirements. SIS reserves the right to make, or have made, Interceptors using the licensed technology if Rebotix is unable to unwilling to meet SIS's requirements.